

**IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION**

Tina Brickles	:	
	:	
Plaintiffs,	:	
	:	
vs.	:	Case No. 3:18-cv-00193
	:	
	:	Judge Thomas Rose
Justin Sanderson, et al.	:	
	:	
Defendant.	:	

**MOTION TO WITHDRAW AS ATTORNEY OF RECORD
FOR DEFENDANT JUSTIN SANDERSON**

Pursuant to Local Rule 83.4(C)(2), Melvin J. Davis (0079224) hereby respectfully requests this Honorable Court grant the undersigned counsel's request to withdraw as attorney of record for Defendant Justin Sanderson. As set forth in the attached affidavit, good cause exists for withdrawal pursuant to Ohio Rules of Professional Conduct 1.16 (b)(5) and (6). In particular, Mr. Sanderson has failed to fulfil his financial obligations to the undersigned counsel.

If the undersigned counsel is not permitted to withdraw it will result in an unreasonable financial burden because the undersigned counsel would be required to represent Mr. Sanderson without compensation. Finally, this is a civil case in which Mr. Sanderson does not have a constitutional right to counsel. Accordingly, for the above-stated reasons, the undersigned counsel respectfully requests permission to withdraw as Mr. Sanderson's attorney of record.

Respectfully submitted,

/s/ Melvin J. Davis

Melvin J. Davis (0079224)
REMINGER CO., L.P.A.
200 Civic Center Drive, Suite 800
Columbus, Ohio 43215
(614) 232-2630 – Direct Dial
(614) 232-2410 – Facsimile
Email: mdavis@reminger.com
Counsel for Defendant Justin Sanderson

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing was filed using the Court's e-Filing System or regular mail on the 27th day of February, 2019 upon:

Bradley D. Anderson (0061325)
Kevin M. Darnell (0095952)
Rion, Rion & Rion, LPA, Inc.
130 W. Second St., Suite 2150
Dayton, Ohio 45402
banderson@rionlaw.com
kdarnell@rionlaw.com

Counsel for Plaintiffs

James H. Gordon (0068454)
Jeremy R. Kopp (0090577)
Ansa Assuncao, LLP
Two Miranova Place, Suite 300
Columbus, Ohio 43215
James.gordon@ansalaw.com
Jeremy.kopp@ansalaw.com

*Counsel for Defendants Village of Phillipsburg
and Chief of Police Mark Wysong*

/s/ Melvin J. Davis

Melvin J. Davis (0079224)

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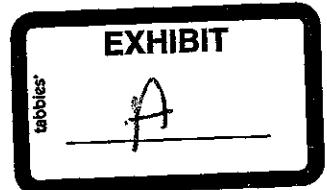
AFFIDAVIT OF MELVIN J. DAVIS, ESQ.

STATE OF OHIO)

COUNTY OF FRANKLIN) SS:

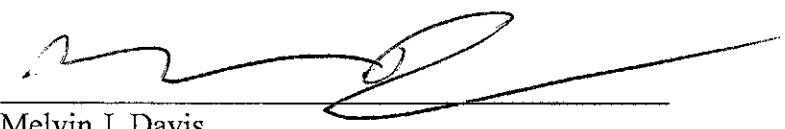
Melvin J. Davis, having first duly cautioned and sworn, states and deposes as follows:

1. I am an attorney, licensed to practice law in the State of Ohio.
2. I am the attorney of record for Justin Sanderson in Case No. 3:18-cv-00214 currently pending before this Court.
3. I am requesting permission to withdraw as attorney of record for Mr. Sanderson pursuant to Rule 1.16(b) and (6) of the Ohio Rules of Professional Conduct.
4. On January 29, 2019, I sent Mr. Sanderson a letter explaining that he if would like me to continue as his counsel in this case, he needed to execute, and return, the attached fee agreement by February 25, 2019. (See Exhibit A-1)



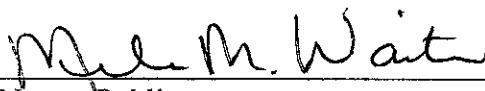
5. To date, Mr. Sanderson has not returned an executed fee agreement and has not submitted payment for legal fees going forward in this case.
6. If I am not permitted to withdraw, I will be forced to represent Mr. Sanderson free of charge, which would impose an adverse financial burden upon myself.
7. Accordingly, I respectfully request that this Court grant my Motion to Withdraw as Attorney of Record for Mr. Sanderson.

Further Affiant sayeth not.



Melvin J. Davis

Sworn to before me and subscribed in my presence this 27th day of February, 2019.



Melani M. Waite
Notary Public

My Commission Expires: _____



MELANI M. WAITE
Notary Public, State of Ohio
My Commission Expires
8/24/2019



Melvin J. Davis, Esq.
Direct Dial: (614) 232-2630
Email: mdavis@reminger.com

January 29, 2019

ATTORNEY-CLIENT PRIVILEGE

Justin Sanderson – A747540
Lorain County Correctional Institution
2075 South Avon-Belden Rd.
Grafton, Ohio 44044

RE: *Tina Brickles, et al v. Village of Phillipsburg, Ohio, et al*
United States District Court Case No. 3:18-CV-00193
Claim No. OHPF218060585
Reminger No. 2716-24185C

TRIAL DATE: **November 16, 2020**

Kristina Thompson v. Village of Phillipsburg, Ohio, et al
United States District Court Case No. 3:18-CV-00214
Claim No. OHPF218060585
Reminger No. 2716-24232C

TRIAL DATE: **December 7, 2020**

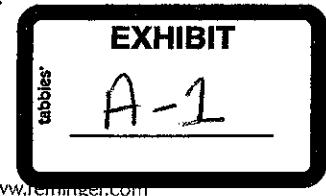
Dear Mr. Sanderson:

As you know, I was retained to represent you by the insurance carrier Glatfelter Claims Management, Inc. I have been informed that Glatfelter will no longer provide a defense for you in the aforementioned lawsuits after February 6, 2019.

To protect your interests, I have prepared and filed Answers to the Complaints that were filed against you. I have attached copies of the Answers for your records. As we discussed, I asserted your Fifth Amendment Rights as to all allegations pertaining to your pending criminal matter.

If you would like for me to continue as your counsel in the civil matter, I will need you to execute the attached Fee Agreement and return it to my attention. I have enclosed a self-addressed envelope with postage prepaid for your convenience.

Upon reviewing the Fee Agreement, you will see that I am requesting an initial retainer fee of \$25,000. If you would like to retain me as your counsel, my hourly rate is \$200 per hour. My hourly fee will be billed against the retainer. If the balance of the retainer falls below \$5,000, you will be asked to pay an additional retainer.



Justin Sanderson

January 29, 2019

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To avoid any lapse of your representation, I ask that you submit the executed fee agreement and retainer by February 25, 2019. If I do not receive the Fee Agreement and retainer, I will file a Motion to Withdrawal as your counsel.

If you have any questions after you review this correspondence or the attachments, please let me know. If necessary, I will accept a collect call. I look forward to hearing from you soon.

Very truly yours,

REMINGER CO., L.P.A.

Melvin J. Davis

Melvin J. Davis

MJD/td
Enclosures

FEE AGREEMENT

Justin Sanderson (hereinafter referred to as "Client"), hereby retains and employs the law firm of Reminger Co., LPA ("Firm"), through Melvin J. Davis ("Attorney"), as legal counsel on the following terms and conditions:

- 1) Attorney will represent Client in the civil matters pending in Federal Court styled as: *Tina Brickles, et al v. Village of Phillipsburg, Ohio, et al*, United States District Court Case No. 3:18-CV-00193, and *Kristina Thompson v. Village of Phillipsburg, Ohio, et al*, United States District Court Case No. 3:18-CV-00214, up and through trial.
- 2) Client agrees to retain Reminger Co., LPA and Melvin J. Davis at an hourly rate of \$200 per hour for work done by attorneys. Paralegals will be used when appropriate and will be billed at a rate of \$75 per hour.
- 3) Client agrees to pay Reminger Co., LPA and Melvin J. Davis a retainer fee of \$25,000. No work will be started until Firm has received this retainer. All billing invoices submitted to Client are to be paid within 30 days.
- 4) Client is responsible for any and all out of pocket costs incurred in Attorney's representation of Client. Client understands and agrees that Attorney may, from time to time, advance funds on behalf of Client as and for costs, and Client agrees that he shall reimburse Attorney from either settlement or judgment proceeds or immediately upon request of the Attorney.
- 5) Attorney reserves the right to withdraw as counsel for non-payment of fees, if Attorney determines that there is no reasonable good faith basis to continue to pursue the litigation, or for any reason permitted under law. Client cannot unreasonably withhold consent to the Attorney's request to withdraw.
- 6) This Agreement may be modified by a writing signed by Client and Attorney.
- 7) Nothing in this Agreement and nothing in Attorney's statements to Client shall be construed as a promise or guarantee about Attorney's representation of Client. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of Client's matter are expression of opinion only.
- 8) Attorney maintains errors and omissions insurance coverage that would apply to the anticipated services to be rendered to Client under this Agreement.

- 9) This Agreement may be executed in multiple counterparts including by facsimile and PDF, and all of such counterparts shall be deemed an original. The signature of any party to any counterpart, or facsimile thereof, may be appended to any other counterpart and when so appended shall constitute an original. This Agreement shall be effective on the date that all Parties have affixed their signatures to the Agreement.
- 10) Client has read and understands the terms and conditions of this Agreement and hereby accepts, approves, and agrees to be contractually bound to the same:

Justin Sanderson

DATED: _____

By: _____

Print Name: _____

Title: _____

ACCEPTED:

Date: _____

Reminger Co., LPA
By: Melvin J. Davis